

2014 – BCGEU FACULTY COMMON TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2014 BCGEU Faculty Common Table

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

representing those of its local unions participating (and whose employers are participating) in the 2014 BCGEU Faculty Common Table

(BCGEU locals referred to as "the Union")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Settlement between them for the 2014 BCGEU Faculty Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Settlement together with the applicable local Memorandum of Settlement to their respective principals.

All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

The effective date for all changes to the new Common Agreement will be the date of ratification, unless otherwise specified.

All of the terms of the 2012-2014 BCGEU Faculty Common Agreement continue except as specifically varied below.

1. Article 3 – Employer/Union Relations

- (a) Effective the date of ratification, the Employers and the Union agree to amend Article 3.2.3(d)(i) as follows:

"3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint an ~~umpire(s)~~ or arbitrator(s) as applicable for:

- ~~(i) Jurisdictional Disputes Resolving process~~
- ~~(ii) Common Agreement Dispute Resolution~~

~~(e) Develop strategies to reduce arbitration and related costs.”~~

(b) Effective the date of ratification, the Employers and the Union agree to delete Article 3.3 as follows:

~~“3.3 Jurisdictional Dispute Resolving Process~~

~~3.3.1 Preamble~~

~~The purpose of this Article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.~~

~~The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.~~

~~3.3.2 Process~~

~~(a) When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty one (31) days of receipt of the request.~~

~~(b) For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 3.3.2(c) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.~~

~~(c) When requested, the local parties will meet within twenty one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.~~

~~(d) When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.~~

~~(e) The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.~~

- ~~(f) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.~~
- ~~(g) The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.~~
- ~~(h) The hearing will be expedited in all respects and conducted on an informal basis.~~
- ~~(i) The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.~~
- ~~(j) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:

 - ~~(i) job elements;~~
 - ~~(ii) past practice;~~
 - ~~(iii) impact on industrial relations;~~
 - ~~(iv) community of interest;~~
 - ~~(v) employee preference, fairness and equity;~~
 - ~~(vi) certification definition(s);~~
 - ~~(vii) and such other factors as deemed appropriate by the Umpire.~~~~
- ~~(k) The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.~~
- ~~(l) The parties will accept the decision as final and binding on each of them."~~

- (c) Effective the date of ratification, the Employers and the Union agree to include the content of Letter of Understanding 5 – Expedited Arbitration (as amended) in Article 3.3 as follows:

“3.3. Expedited Arbitration

LETTER OF UNDERSTANDING 5

EXPEDITED ARBITRATION

Re: Expedited Arbitration

~~Effective the date of ratification,~~ The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
- i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. **Grievances requiring substantial interpretation of a provision of the collective agreement;**
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is **first** available to hear the grievance ~~within ten (10) calendar days of appointment~~, on a rotating basis. **It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.**

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson

If none of the listed arbitrators are available ~~within ten (10) days~~, the local parties shall agree to another arbitrator. ~~who is available within ten (10) days of appointment.~~

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either local party. This does not preclude either local party from using staff who may be lawyers.

5. Agreed Statement of Facts

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The local parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the local parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

- c) The decision or award, including mediated settlements, is final, binding, and conclusive, and is not open to question or review in a court on any grounds whatsoever.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.”

Letter of Understanding 5 will be deleted from the Common Agreement. Subsequent Letters of Understanding will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

2. Article 8 and 16 – Parental Leaves and Common Faculty Professional Development Fund

- (a) Effective the date of ratification, the Employers and the Union agree to delete Article 8.5.3 as follows:

~~“8.5.3 — If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.”~~

- (b) In exchange for item 2(a) above, effective February 1, 2017, the Employers and the Union agree to amend Article 16.3.1 as follows:

“16.3.1 The Fund will be set at point ~~six~~ **seven** of one percent (0.7~~6~~**7**%) of faculty salary for each institution.”

3. Article 9 – Health and Welfare Benefits

- (a) Effective the date of ratification, the Employers and the Union agree to delete Article 9.1.3 as follows:

~~“9.1.3 Savings~~

~~All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.”~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

- (b) While not to be included in the Common Agreement, effective January 1, 2016, the Employers agree that Extended Health Benefits plans will be amended such that the individual and family deductibles will be increased from twenty-five dollars (\$25) to fifty dollars (\$50) per calendar year.
- (c) In exchange for item 3(b) above, the Employers agree to amend the Extended Health Benefits plans as follows:
- (i) Vision care coverage shall be maintained at \$500 every two (2) years for Northern Lights College and Northwest Community College.
 - (ii) Effective January 1, 2019, vision care coverage shall be increased to \$500 every two (2) years for Camosun College, Okanagan College, and Selkirk College.
 - (iii) Effective January 1, 2016, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of each applicable Extended Health Benefits plans.

There shall be a consequential deletion of Article 9.2.1(b)(vii).

- (d) In exchange for item 3(a) above, effective the first of the month following the date of ratification, the Employers agree that the existing short term disability benefits (STD) cutoff date will be amended to be the date upon which the employee reaches age seventy (70), or the date upon which the employee’s employment terminates, whichever first occurs. All existing administrative and eligibility requirements remain unchanged.

4. Article 12 – Salaries

Effective the date of ratification, the Employers and the Union agree to amend Article 12 as follows:

(a) **“12.1 Provincial Salary Scale**

The Provincial Salary Scale is attached as Appendix A.

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%).
- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).”

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Item #6 – Appendix “A”, of this Memorandum of Settlement.

(b) “12.2 Secondary Scale Adjustment

12.2.1 All steps on secondary scales will be increased as follows:

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later): one percent (1%)
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

12.2.2 Despite Article 12.2.1, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1.”

(c) “12.6 Faculty Administrative Stipends

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased as follows:

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later): one percent (1%)
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).”

5. Article 17 - Term

Effective the date of ratification, the Employers and the Union agree to amend Article 17 as follows:

“This Agreement shall be in effect from April 1, ~~2012~~ **2014** to March 31, ~~2014~~**2019**, and shall continue in force until the renewal of this Agreement.”

6. Appendix “A”

**APPENDIX A
PROVINCIAL SALARY SCALE**

STEP	01-Jan-14 to 31-Mar-15	01-Apr-15 ¹ to 31-Jan-16	01-Feb-16 ^{1,2} to 31-Mar-16	01-Apr-16 ¹ to 31-Jan-17	01-Feb-17 ^{1,2} to 31-Mar-17	01-Apr-17 ¹ to 31-Jan-18	01-Feb-18 ^{1,2} to 31-Mar-18	01-Apr-18 ¹ to 31-Jan-19	01-Feb-19 ^{1,2} to 31-Mar-19
1	\$86,611	\$87,477	TBD ³	\$87,914	\$88,793	\$89,237	\$90,129	\$90,580	\$91,486
2	\$81,136	\$81,947	TBD	\$82,357	\$83,181	\$83,597	\$84,433	\$84,855	\$85,704
3	\$75,577	\$76,333	TBD	\$76,715	\$77,482	\$77,869	\$78,648	\$79,041	\$79,831
4	\$72,485	\$73,210	TBD	\$73,576	\$74,312	\$74,684	\$75,431	\$75,808	\$76,566
5	\$69,829	\$70,527	TBD	\$70,880	\$71,589	\$71,947	\$72,666	\$73,029	\$73,759
6	\$67,175	\$67,847	TBD	\$68,186	\$68,868	\$69,212	\$69,904	\$70,254	\$70,957
7	\$64,519	\$65,164	TBD	\$65,490	\$66,145	\$66,476	\$67,141	\$67,477	\$68,152
8	\$61,864	\$62,483	TBD	\$62,795	\$63,423	\$63,740	\$64,377	\$64,699	\$65,346
9	\$59,209	\$59,801	TBD	\$60,100	\$60,701	\$61,005	\$61,615	\$61,923	\$62,542
10	\$56,554	\$57,120	TBD	\$57,406	\$57,980	\$58,270	\$58,853	\$59,147	\$59,738
11	\$53,900	\$54,439	TBD	\$54,711	\$55,258	\$55,534	\$56,089	\$56,369	\$56,933

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later).

²See below for Appendix A - Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³“TBD” – Annual wage rates to be determined depending on the ESD.

MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

7. **Letter of Understanding 3 – Training of Harassment Investigators**

Effective the date of ratification, the Employers and the Union agree to amend the Letter of Understanding 3 – Training of Harassment Investigators which is attached to this Memorandum of Settlement as Schedule “2”.

8. **Letter of Understanding 8 – Review of Bargaining Structure and Process**

Effective the date of ratification, the Employers and the Union agree to amend the Letter of Understanding 8 – Review of Bargaining Structure and Process which is attached to this Memorandum of Settlement as Schedule “3”.

9. **Review of Bargaining Structure and Process – “Recommendations to the Principals”**

Effective the date of ratification, the Employers and the Union agree to the “Recommendations to the Principals” which is attached to this Memorandum of Settlement as Schedule “4”.

10. **Housekeeping**

Effective the date of ratification, the Employers and the Union agree to the following housekeeping amendments:

- (a) Amend the Table of Contents by Capitalizing the entire heading of Article 16 to “COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND.”
- (b) Number each of the definitions on the “Definitions” page;
- (c) “Agreement” or “Common Agreement” means this Common Agreement reached between the employers and the **local** unions as defined in ~~the Protocol Agreement dated December 4, 2012~~ **“Parties” or “Common Parties.”**
- (d) “Employee” means a person employed within a bargaining unit represented by **the BCGEU** ~~one of the unions~~ that has ratified a Collective Agreement that includes this Common Agreement.
- (e) “Joint Administration and Dispute Resolution Committee” or “JADRC” means the committee established ~~under~~ **pursuant to** Article 3.2 ~~below.~~”
- (f) “Parties” or “Common Parties” means the **following** employers and local unions that have ratified a Collective Agreement that includes this Common Agreement:
 - **Camosun College / BCGEU Local 701, Camosun College**
 - **Northern Lights College / BCGEU Local 710, Northern Lights College**
 - **Northwest Community College / BCGEU Local 712, Northwest Community College**
 - **Okanagan College / BCGEU Local 707, Okanagan College**
 - **Selkirk College / BCGEU Local 709, Selkirk College”**

- (g) "Ratification" means the acceptance by the BCGEU and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement pursuant to the Protocol Agreement of December 4, 2012."
- (h) Delete old effective dates throughout the Common Agreement where they no longer carry any effect, by mutual agreement during the drafting of the 2014 Common Agreement;
- (i) Amend Article 2.3.4 as follows:

"2.3.4 Investigation

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from ~~athe~~ list of investigators **in Appendix B** ~~agreed upon by the local parties.~~

An investigator will be appointed within ten (10) working days of referral.

~~Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)~~

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed."

- (j) Add a new Article 9.3.2(b) to read as follows:

"The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan."

The existing provision in Article 9.3.2 will be re-numbered as Article 9.3.2(a).

- (k) Amend Article 13.3 as follows:

"13.3

The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 – 3.2.5 - Joint Administration and Dispute Resolution Committee
- ~~Article 3.3 – Jurisdiction Dispute Resolution Process~~
- **Article 3.3 – Expedited Arbitration**
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- ~~Article 13 – Letter of Understanding – Expedited Arbitration”~~

(l) Amend Appendix B List of Investigators as follows:

“The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

- **Louise Pohl**
- **Betty Baxter**
- Rebecca Frame
- Irene Holden
- Deborah Lovett
- Ana Mohammed
- John Sanderson

~~This list may be amended at any time by the Joint Administration Dispute Resolution Committee.”~~

(m) any other housekeeping items mutually agreed to during the drafting of the Common Agreement.

The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2012-14 collective agreement.

Signed by the parties at Burnaby, British Columbia, on the April ____, 2014.

For the Employers:

For the Union:

Barb Severyn, Camosun College

Al Paterson, Local 701

Brent Deinstadt, Northern Lights College

John Turner, Local 710

Gerry Gauthier, Northwest Community College

Anne Marie Merkel, Local 712

Randy Maradyn, Okanagan College

Dean Nutter, Local 707

Gary Leier, Selkirk College

Bill Winegarden, Local 709

Rob D'Angelo, PSEA, Chair

Janet Seccia, BCGEU Staff

Anita Bleick, PSEA

Cameron McRobb, BCGEU Faculty
Bargaining Committee Chairperson

Chris Rawson, PSEA

Georgina Johnson, PSEA

Shubhneet Sandhu, PSEA

SCHEDULE 1

- Camosun College / BCGEU Local 701, Camosun College
- Northern Lights College / BCGEU Local 710, Northern Lights College
- Northwest Community College / BCGEU Local 712, Northwest Community College
- Okanagan College / BCGEU Local 707, Okanagan College
- Selkirk College / BCGEU Local 709, Selkirk College

SCHEDULE 2

LETTER OF UNDERSTANDING 3

TRAINING OF HARASSMENT INVESTIGATORS

The parties will form a committee consisting of not more than three (3) members of the BCGEU, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B.

Individuals completing the approved training program will be added to the list of investigators and will be the first called for investigations in accordance with their areas of expertise, knowledge, and experiences.

The Committee shall ~~begin meeting by May 1, 2013~~ and complete their duties by June 30, 2013~~5~~.

The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

SCHEDULE 3

LETTER OF UNDERSTANDING 8

REVIEW OF BARGAINING STRUCTURE AND PROCESS

1. The Employers and the Union agree to establish a Joint Review Committee (the Committee). The terms of reference for the Committee include the following:
 - ~~Review the current and past bargaining structure and bargaining processes related to common table bargaining;~~
 - ~~Identify and review successes and challenges of the past structure and bargaining process related to common table bargaining;~~
 - ~~Examine the future of the common table bargaining, including the potential for expansion of the common table and barriers related thereto;~~
 - Examine the potential to develop a standardized sectoral agreement(s); and
 - **As part of their discussions, the parties will review the possible standardization of the pregnancy/parental leave (including SEB) provisions, and the grievance procedure.**
 - Report the committee's findings back to the parties' respective principals.
2. The committee shall be made up of four (4) representatives chosen by the Employers and up to four (4) representatives chosen by the local unions. The committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from BCGEU. ~~The committee will also extend an invitation to representatives from the Federation of Post-Secondary Educators (FPSE) to participate as members of the committee. Participation by representatives of FPSE will not alter the terms of reference of the committee.~~
3. The findings of the committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective College Board of Directors and the Post-Secondary Employers' Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the committee shall be governed by the provisions of the applicable local collective agreement.
5. The committee will **begin its work after April 1, 2015 and** conclude its work no later than June 30, 201**35** at which time this Letter of Understanding will expire.

SCHEDULE 4

REVIEW OF BARGAINING STRUCTURE AND PROCESS – “RECOMMENDATIONS TO THE PRINCIPALS”

Effective the date of ratification, the Employers and the Union agree to the following:

RECOMMENDATIONS TO THE PRINCIPALS

of the

POST-SECONDARY EMPLOYERS' ASSOCIATION (“PSEA”)

representing those employer-members participating in the 2014 BCGEU Faculty Common Table

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION (“BCGEU”)
representing those of its local unions participating (and whose employers are participating) in
the 2014 BCGEU Faculty Common Table

(BCGEU locals referred to as "the Union")

The Employers and the Union agree to recommend that the following amendments to the Collective Agreement be included in the Memorandum of Agreement that renews the 2012-14 Collective agreement:

1. Article 1 – Preamble

- (a) The Employers and the Union agree that Article 1 of the Common Agreement will be amended to read as follows:

“PREAMBLE

1.1 Purpose of Common Agreement

2.1.1 The purpose of ~~this the Common~~ the Common Agreement is to establish and maintain orderly collective bargaining procedures and to set forth the terms and conditions of employment. ~~between the Parties.~~

2.1.2 The Parties share a desire to improve the quality of educational service provided by the Institution and are determined to establish a harmonious and effective working relationship at all levels of the Institution in which members of the bargaining unit are employed. The Parties therefore agree to the following terms and conditions of employment. ~~In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the~~

~~collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.~~

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of ~~this~~ the Common Agreement, the Parties ~~hereto~~ will negotiate a mutually agreeable amended provision, ~~to be substituted for the provision so rendered null and void or materially altered.~~ All other provisions of the Common Agreement shall remain in full force and effect.

1.3 Conflict with Policies and Regulations

Every reasonable effort will be made to harmonize employer policies and regulations with the provisions of ~~this~~ the Common Agreement. In the event of a conflict between the contents of ~~this~~ the Common Agreement and any policies and regulations made by the employer, the terms of ~~this~~ the Common Agreement will prevail.

1.4 Singular and Plural

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.”

- (b) The Parties agree that the following provisions of the applicable Local Agreement will be deleted as follows and any remaining provisions renumbered accordingly:

Northern Lights College/BCGEU

2.2 “1.1 Purpose of Agreement

~~The parties to this Agreement recognize “The Northern Lights College Mission Statement” as stated in Appendix 4A.~~

~~1.1 Accordingly, the purpose of this Agreement is to promote and improve the development, promotion, and delivery of the services provided by Northern Lights College.~~

~~1.2 The terms and conditions contained in the body of this Agreement are designed to promote harmonious relations and to facilitate the peaceful and amicable settlement of disputes and misunderstandings between the parties to this Agreement.~~

1.2 Future Legislation

~~In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.~~

1.3 ~~Conflict with Regulations~~

~~In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulations."~~

The remaining provisions of Article 1 – Preamble of the Northern Lights College/BCGEU Local Agreement will be renumbered accordingly.

Northwest Community College/BCGEU

~~1.1 Purpose of Agreement~~

- ~~(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.~~
- ~~(b) The parties to this Agreement share a desire to improve the quality of educational service provided by the College. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the College in which members of the bargaining unit are employed.~~

1.2 ~~Future Legislation~~

~~In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.~~

1.3 ~~Conflict with Regulations~~

~~In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.~~

1.5 ~~Singular and Plural~~

~~Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated."~~

The remaining provisions of Article 1 – Preamble of the Northwest Community College/BCGEU Local Agreement will be renumbered accordingly.

Okanagan College/BCGEU

~~1.1 Purpose of the Agreement~~

~~The purpose of this Agreement is to set forth and establish the terms and conditions of employment.~~

1.2 ~~Conflict with Regulations~~

~~In the event that there is a conflict between the contents of this Agreement and any regulations made by OC, this Agreement shall take precedence over the said regulations.~~

1.3 ~~Use Singular Terms~~

~~Wherever the singular is used, the same shall be construed as meaning the plural unless otherwise specifically stated.~~

1.7 ~~Future Legislation~~

~~In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered."~~

The remaining provisions of Article 1 – Preamble of the Okanagan College/BCGEU Local Agreement will be renumbered accordingly.

Selkirk College/BCGEU

2.3 ~~“1.1 Purpose of Agreement~~

~~(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the College and the Union.~~

~~(b) In order to promote the efficient and effective operation of the College through the establishment and continuance of harmonious relations and acceptable working conditions and to assist in the development and expansion of the type of programs suitable to the communities served by the College, the parties herein therefore agree to the following terms of contract."~~

The remaining provisions of Article 1 – Preamble of the Selkirk College/BCGEU Local Agreement will be renumbered accordingly.

2. Article 5 – Copyright and Intellectual Property

The Parties agree that the following provisions of the applicable Local Agreement will be deleted as follows:

Northern Lights College/BCGEU

2.4 ~~“31.13 Copyrights (Refer to Common Agreement - Article 5)”~~

The remaining provisions of Article 31 – General Conditions of the Northern Lights College/BCGEU Local Agreement will be renumbered accordingly.

Northwest Community College/BCGEU

~~“31.8 Copyrights~~

~~See Article 5—Copyright and Intellectual Property—in the Common Agreement.”~~

And item (f) of Article 32.9

~~“(f) Copyright~~

~~Copyright considerations shall be as per Article 5.1 of the Common Agreement.”~~

The remaining provisions of Article 31 – General Conditions and Article 32.9 – Online Courses of the Northwest Community College/BCGEU Local Agreement will be renumbered and re-lettered accordingly.

3. **Article 6.5 – Contracting Out**

(a) The Parties agree that Article 6.5.1 of the Common Agreement will be amended to read as follows:

~~“6.5.1 Additional Limitation on Contracting Out~~

~~In addition to, and without limiting, any provision in a local collective agreement, a~~An institution covered by this the Common Agreement will not contract out:

- (a) any work presently performed by the employees covered by a the eCommon aAgreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.”

(b) The Parties agree that the following provisions of the applicable Local Agreement will be deleted as follows:

Northern Lights College/BCGEU

~~“ARTICLE 24 – CONTRACTING OUT
(Refer also to Common Agreement – Article 6.5)~~

~~The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.”~~

Northwest Community College/BCGEU

~~“ARTICLE 23 – CONTRACTING OUT~~

~~23.1~~

~~See Article 6.5 in the Common Agreement.~~

~~23.2~~

~~Northwest Community College agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the layoff of such employees as a result of its relationship with any other educational institution.”~~

The remaining provisions of the Northwest Community College/BCGEU Local collective Agreement will be renumbered accordingly.

Okanagan College/BCGEU

**~~ARTICLE 4 – “ARTICLE 46 – CONTRACTING OUT
(REFERENCE COMMON AGREEMENT, ARTICLE 6.5)~~**

~~OC agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the layoff of such employees.”~~

The remaining provisions of the Okanagan College/BCGEU Local collective Agreement will be renumbered accordingly.

Selkirk College/BCGEU

~~ARTICLE 5 – “ARTICLE 6 – CONTRACTING OUT~~

~~6.1 – No Layoffs~~

~~The College agrees not to contract out any work presently performed by the employees covered by this Agreement which would result in the laying off of such employees.”~~

The remaining provisions of the Selkirk College/BCGEU Local collective Agreement will be renumbered accordingly.

4. **Article 7.13 – Deferred Salary Leave**

- (a) The Parties agree to amend Article 7.13 in the Common Agreement to read as follows:

“7.13 Deferred Salary Leave

Each employer ratifying ~~this~~ the Common Agreement will establish or, as necessary, review and update a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the Income Tax Act. ~~The parties may use the Application, Agreement, and Approval Form as a template (see Appendix H) for the deferred salary leave plan.~~

(b) The Parties agree to delete Appendix H from the Common Agreement as follows:

~~“APPENDIX H~~

~~DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM~~

~~I have read and I understand the terms and conditions of Article 7.13 Deferred Salary Leave of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:~~

~~Enrolment Date: My enrolment in the Plan shall become effective _____, 20____~~

~~Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the employer, for a period of _____ months (up to one year).~~

~~Funding of the Leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:~~

~~First Year _____%~~

~~Second Year _____%~~

~~Third Year _____%~~

~~Fourth Year _____%~~

~~Number of additional year _____~~

~~Percentage per additional year _____~~

~~The participant may, by written notice to the employer prior to the anniversary date in any year, alter the percentage amounts for that and any subsequent year subject to the provisions [institution name] of the Deferred Salary Leave Plan Memorandum.~~

~~Signature of Applicant~~

~~Date~~

~~The employer hereby approves the above noted employees participation in the Deferred Salary Leave Plan~~

Signature of Employer _____ Date”

The appendices in the Common Agreement will be re-lettered accordingly.

- (c) The Parties agree that the following provisions of the applicable Local Agreement will be deleted as follows:

Northern Lights College/BCGEU

**~~“MEMORANDUM OF UNDERSTANDING #2
Deferred Salary Leave Plan~~**

~~The Employer will undertake an investigation into the details and feasibility of a Plan, as provided in Article 7.11 of the Common Agreement, which may accommodate an employee's participation in a deferred salary leave plan.~~

~~Once the investigation and research has been completed, the parties will meet and develop the plan.”~~

The remaining Memoranda of Agreement in the Northern Lights College/BCGEU Local Agreement will be renumbered accordingly.

5. **Article 10 – Pensions**

- (a) The Parties agree to amend Article 10 in the Common Agreement to read as follows:

ARTICLE 6 - “ARTICLE 10 - PENSIONS

~~10.1—Mandatory Enrolment~~

Enrolment in the College Pension Plan shall be as set out by the Rules of the College Pension Plan.~~Public Sector Pension Plans Act, Schedule A.~~

~~10.2—Existing Employees~~

~~The employer will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.”~~

- (b) The Parties agree that the following provisions of the applicable Local Agreement will be deleted as follows:

Okanagan College/BCGEU

~~“ARTICLE 28 – PENSION~~

~~(Reference Common Agreement, Article 10)~~

~~Employees shall be enrolled in the College Pension Plan as set out in the *Public Sector Pension Plans Act*.”~~

The remaining provisions of the Okanagan College/BCGEU Local Agreement will be renumbered accordingly.

Selkirk College/BCGEU

~~“28.2 — College's Pension Plan~~

~~The Pension Plan for employees of B.C. Regional Colleges, established under the *College's Pension Act*, is available for employees.~~

~~As provided in the Common Agreement, enrolment in the College Pension Plan shall be as set out by the *Pension (College) Act*.~~

~~If an employee elects to purchase past service pension within the five year window proposed by the College Pension Board, the Employer will also contribute based on the following conditions:~~

- ~~(a) — All calculations will be determined on an individual basis at the time of the buy back.~~
- ~~(b) — The present three year buy back maximum for the Employer buy back portion will be increased by using all savings generated in (a) above such that the total cost to the Employer is no greater than it would have been under the old buy back provisions.~~
- ~~(c) — The Employer will not in any case contribute to the purchase of more years than the employee.~~
- ~~(d) — The current purchase rules require the purchase of the most recent eligible years first.~~
- ~~(e) Buy back will be possible within a five (5) year window under the terms set out by the College Pension Board Trustees.”~~

The remaining provisions of Article 28 – Retirement of the Selkirk College Local Agreement will be renumbered accordingly.

6. **Article 13 – Effect of this Agreement**

The Parties agree that Article 13.3 of the Common Agreement will be amended to read as follows:

“The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment

- Article 3.1 - Human Resource Database
- Article 3.2.1 – 3.2.5 - Joint Administration and Dispute Resolution Committee
- Article 3.3 - Jurisdiction Dispute Resolution Process
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.5 – Contracting Out
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.13 – Deferred Salary Leave
- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 10 - Pensions
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- ~~Article 13 – Letter of Understanding – Expedited Arbitration~~
- Article 14 – International Education
- Article 16 – Common Faculty Professional Development Fund”

7. **Article 14 – International Education**

- (a) The Parties agree to delete Article 14.6 in the Common Agreement as follows:

~~“14.6 – Application~~

~~Article 14 shall apply to local unions as follows:~~

~~14.6.1 – Within fifteen (15) working days following ratification of its collective agreement commencing April 1, 2004, a local union whose collective agreement expiring March 31, 2004 included local provisions on International Education shall advise the employer in writing either:~~

- ~~(a) – That it agrees to retain the existing local International Education language without any changes, or~~
- ~~(b) – That it chooses to adopt the International Education language of this Article 14.~~

~~14.6.2 – Article 14 shall apply to any local union whose collective agreement expiring March 31, 2004 did not include local provisions on International Education.”~~

8. **Letters of Understanding**

The parties agree to delete the following Letters of Understanding in the Common Agreement:

Letter of Understanding #1 – Joint Administration Dispute Resolution Committee Operational Review

Letter of Understanding #2 – Employee Security and Regularization

Letter of Understanding #4 – Respectful Working Environment

Letter of Understanding #6 – 2001 Local Negotiations

Letter of Understanding #7 – Salary Stipend